Agreement Number
1768705

SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Section I

Check Appropriate Box and Write Provider Number

☐ Agency FID 470813264 ☐ Individual Provider Social Security Number _____

Name FID Issued To: MIDLANDS SERVICES LINK, INC.

Section II

Provider Name: (First) (Middle) (Last) Birthdate:

MIDLANDS SERVICES LINK, INC.

Provider Street Address, City, State & Zip: 4602 NO. 30 STREET OMAHA NE 68111

Mailing Address if Different from Location: _____

Business Telephone: 402-934-4848 Home Telephone: _____

Appropriate Licensure: YES--PSC

Location of Service Provision if Different than Above: Designed locations authorized by casemanagers

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and MIDLANDS SERVICES LINK, INC., a service provider, governs the provision of the following service(s) checked below as defined in the Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 404, 465, 471, 473, 474 and 480. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the Agreement marked "Attachment 9A, B or C)" for contracted service is/are attached and by this reference are made part of this Agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

Par. 2 Agreement Effective Date from 9/16/09 through 8/31/10

Par. 3 Service(s) to be provided. (See corresponding service addendum.) DD = Developmental Disabilities

- ☐ Adult Day Care
- ☐ Adult Day Health
- ☐ Assisted Living
- ☐ Assisted Technology--DD
- ☐ Child Care
- ☐ Community Living & Day Support--DD
- ☐ Congregate Meals
- ☐ Family Support
- ☐ Habilitative Day Care
- ☐ Homemaker
- ☐ Homemaker--DD
- ☐ Home Care/Chore
- ☐ Home Delivered Meals
- ☐ Home Modification--DD
- ☐ Independence Skills Man.
- ☐ Nutrition Service
- ☐ PERS
- ☐ PERS--DD
- ☐ Personal Assistance--Medicaid
- ☐ Respite Care
- ☒ Transportation
- ☐ Vehicle Modifications--DD

Section III

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately, at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider, which accrued prior to such violation or breach, may be offset against the damages.

Par. 2 Under the terms of this Agreement:

1. Staff will determine eligibility for services and authorize appropriate services for the individuals.
2. Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.
3. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

Par. 3 This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

Par. 4 Subcontracting by an individual provider is not allowed under this Agreement.

Par. 5 Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.

Service Code	Service	Maximum Rate	Units
See Attachment			

Attach documentation of basic or specialized status of Medicaid Personal Assistant.

Par. 6 The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies or other changes required by law.

Section IV

General Provider Standards

By signing this Agreement, the service provider agrees to:

1. Follow all applicable Nebraska Department of Health and Human Services' policies and procedures (Nebraska Administrative Code Titles 404, 465, 471, 473, 474 and 480).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from DHHS plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment or program participant or applicant because of race, age, color, religion, sex, handicap or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. Allow federal, state or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 – 74.24; and 42 CFR 431.107. Inspections, reviews and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
11. Agree and assure that any false claims (including claims submitted electronically), statement, documents or concealment of material fact may be prosecuted under applicable state or federal laws (42 CFR 455.18).
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this Agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect and/or the sex offender registries.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow Department of Health and Human Services' staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect and law violations are in place.
19. Have the knowledge, experience and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (e.g., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

Section V

Provider/Agency Representative — Date: 8/21/2009

Parent or Legal Guardian Signature (if required) — Date

Signature of Authorized Representative – Nebraska Department of Health and Human Services — Date: 8-31-09

SERVICE PROVIDER AGREEMENT ATTACHMENT
RATE AGREEMENT

Midland's Services Link

September 16, 2009 through August 31, 2010

Omaha Local – within boundaries rate (Codes 7787/2979):

- Within boundaries are defined as: North to State Street, East to the river, South to Harrison Street, and West to 175th Street.
- Ambulatory first passenger rate is $16.01 per one way trip.
- Wheelchair first passenger rate is $38.24 per one way trip.
- Each additional passenger rate (with same pick-up & drop off address) is $6.59 per one way trip if prior-authorized.
- Passenger's escort/attendant rides at no charge if indicated on the prior-authorization.

Beyond boundaries within Douglas, Sarpy, Washington and Cass counties (Codes 7787/2979):

- Ambulatory first passenger rate is $25.49 per one way trip.
- Wheelchair first passenger rate is $41.39 per one way trip.
- Each additional passenger rate (with same pick-up & drop off address) is $6.59 per one way trip if prior-authorized.
- Passenger's escort/attendant rides at no charge if indicated on the prior-authorization.

Mara Brainard — 8/21/2009

Provider Representative Signature — Date

Jeanie Burkow — 8-31-09

DHHS Representative Signature — Date

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Prescription of Reasonable Rates and Charges for Motor Carriers Passengers and Property for Hire Subject to the Provisions of Neb. Rev. Stat. (Reissue 1996), Chapter 75, Articles 1 and 3.	)))))	APPLICATION NO. BR-266 GRANTED ENTERED: DECEMBER 18, 2001

BY THE COMMISSION:

OPINION AND FINDINGS

On September 21, 2001, Midlands Services Link, Inc., Omaha, Nebraska, filed an application for authority to amend its transportation rates as follows:

Description	Current Rates	Proposed Rates
I. Base Rates: (See Note)		
A. Ambulatory passengers - One way	$12.50/person	$18.00/person
B. Non ambulatory passengers with assistance - One way	$18.00/person	$24.00/person
C. Non electric wheelchair passenger - One way	$29.50/person	$38.00/person
D. Electric wheelchair passenger - One way	$33.50/person	$42.00/person

II. Mileage Rate:

A. (Current rate) After the first fifteen (15) miles from point of origin: Base Rate plus $1.25/mile.

B. (Proposed rate) After the first ten (10) miles from point of origin: Proposed Base Rate plus $1.50/mile.

Note: Current base rates apply within fifteen (15) miles of point of origin.
Proposed base rates to apply within ten (10) miles of point of origin.

Applicant is a certificated common carrier which holds Certificate B-1494. The Certificate authorizes the transportation of passenger by passenger van and vans specially modified according to the Americans with Disabilities Act between points in Douglas, Sarpy, Washington, and Cass counties over irregular routes.

Notice of the application was published in The Daily Record, Omaha, Nebraska on September 24, 2001 pursuant to the Commission's rules. The application is not protested.

According to the Applicant, a rate increase is necessary to reflect the increasing cost of doing business. The cost of maintaining the vehicles continues to rise, and the cost of insurance increased by 400%. The insurance carrier advises that the increase in premium is reflective of the general nature of the economy and increased cost of doing business.

Applicant's current rates were authorized in July 1999. Applicant submitted information confirming the 400% cost increase for its liability insurance. Vehicle maintenance costs, over the past two and half years, have also increased approximately 10%. The proposed rates are comparable to the rates authorized for use by other carriers in the metropolitan Omaha area providing the same service with similar vehicular equipment.

ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that Midlands Services Link, Inc., Omaha, Nebraska, be, and it is hereby, authorized to amend its transportation rates as follows:

Description	Rates
I. Base Rates:	
A. Ambulatory passengers - One way	$18.00/person
B. Non ambulatory passengers with assistance - One way	$24.00/person
C. Non electric wheelchair passenger - One way	$38.00/person
D. Electric wheelchair passenger - One way	$42.00/person
II. Mileage Rate:	
After the first ten (10) miles from point of origin:	Base Rate plus $1.50/mile.

APPLICATION NO. BR-266 PAGE THREE

MADE AND ENTERED at Lincoln,, Nebraska, this 18th day of December, 2001.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Executive Director

//s//Frank E. Landis

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MIDLANDS SERVICES LINK, INC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4602 N 30TH STREET

Requester's name and address (optional)

City, state, and ZIP code
OMAHA NE. 68111

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
4	7	0	8	1	3	2	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/1/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.